matter, is to take a part of the earth and not movables." If meteors are exchanged who can say what part of the earth belongs to the "unowned things" and thus the property of the finder instead of the land owner? The rule of the finder of lost property in this case is doubtful. The aerolite was never lost or abandoned. Whence it came is not known but it became a part of the earth and should be taken as such.

Damages — Consequential Injury to Business.— Swain v. *Schieffelin et al.*, 21 N. E. Rep. 1025 (New York). The defendants sold a bottle of "carlet red" of their own manufacture to the plaintiff, representing it to be absolutely pure and harmless. Defendants knew that plaintiff was a manufacturer of ice-cream and ices, and that the "carlet red" was to be used to give color to these products. The coloring matter was used, the ice-cream sold to customers, and, in some cases, eaten. The result was illness in some forty families, an analysis of the coloring matter and the discovery that it contained arsenic. The court held that recovery could be had for the loss of cream which was destroyed when the nature of the "carlet red" became known, and also for injury to business through a loss of trade resulting from the use of the poisonous coloring matter. The case is valuable owing to the careful manner in which the rule of consequential damages is enunciated. The court approves *Wakeman* v. *Manufacturing Co.*, 101 New York 205, where it is said: "A person violating his contract should not be permitted entirely to escape liability because the amount of the damages which he has caused is uncertain. It is not true that loss of profits cannot be allowed as damages for a breach of contract. Losses sustained and gains prevented are proper elements of damage." The following quotations will tend to show the rules applied by the court in the case before it: "When one violates his contract or his duty to another, the theory of the law is that compensation shall be made for the injury directly and proximately caused by the breach of contract or duty. * * * In case a manufacturer of goods sells them to a purchaser to be used for a particular purpose, which is known by the vendor at the time of the sale, a more liberal rule prevails than in cases where like articles are sold as merchandise, for general purposes. In the former case profits lost and expenses incurred may be recovered. This broader rule rests on the theory that the vendor, having sold the articles with the knowledge that they were purchased for a particular purpose, should be held liable for such damages as naturally flow from the breach of his

contract, and which he or any reasonable man might apprehend would follow from the breach.

Corporations—Railroad Companies—Consolidation—Municipal Aid—Contract of Subscription—When Completed.—Pope v. *Board of Com'rs et al.*, 51 Fed. Rep. 769.—This was a suit in equity before the U. S. Circuit Court involving a sum of money which had been voted by two townships in Lake County, Indiana, to aid railroad enterprises in that locality. The rights and relations of the various parties to the suit are somewhat complicated, but the essential facts are these: The board of county commissioners determined to take stock in the Chicago & Indianapolis Air Line Railroad according to the express wish of the tax-payers of the townships, and in their behalf. This railroad company never issued any stock, but the next year became consolidated with another organization known as the Louisville, New Albany & Chicago Railroad Company, which also failed to tender its stock to the county commissioners. The consolidation was made without the knowledge or consent of the tax-payers, and took place before the money in the controversy was collected. There was a State statute in force at the time the aid was voted, authorizing the consolidation of railroad companies, and expressly providing that the new company should acquire all the rights, property and functions of the constituent companies, and be subject to their liabilities. Whatever claim Pope, as receiver of a third company, had to the fund in controversy grew out of the rights of the companies named. The court held that under such a statute any one subscribing to a railroad corporation does so with the knowledge that a consolidation may occur, and impliedly authorizes the railroad company for whose stock he has subscribed to consolidate with any other railroad corporation. He is brought into the same contractual relations with the new company as he held with the original. The law enters as a silent factor into every contract. The general rule that the subscriber to the stock of a railroad company is released from his obligation to pay for stock by a fundamental change in the charter cannot be invoked in this case, for the change was made by the subscriber's implied consent. *Volenti non fit injuria* applies. *Board Com'rs Hamilton Co.* v. *State*, 4 N. E. Rep. 589, and 17 N. E. Rep. 855, which had been pressed upon the court as holding a contrary doctrine is referred to and explained. The case, however, was decided on another principle, and in favor of the tax-payers, it being well-settled in Indiana that a mere vote by a township of a sum to aid a railroad enter-